

CONTRACT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 14TH day of FEBRUARY, 2011, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Bob Murray & Associates** (hereafter referred to as "Consultant"), whose address is 6753 Thomasville Road, #108-242, Tallahassee, FL 32312.

RECITALS

WHEREAS, the Board has need of professional services for Executive Search Services - Fire Chief; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties and responsibilities and compensation of the Consultant's proposal dated January 26, 2011 for EXECUTIVE SEARCH SERVICES for FIRE CHIEF;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the EXECUTIVE SEARCH SERVICES - FIRE CHIEF Consultant to work with the Board to provide said services in accordance with the consultant's proposal dated January 26, 2011.
3. Consultant agrees to make recommendations regarding finalists within 75 to 90 days from the start of the search and complete the deliverables outlined in consultant's proposal dated January 26, 2011 within fourteen (14) weeks from the date of this contract. Consultant may be asked to present the deliverables in person for review by staff.
4. The term of this Agreement shall commence on the day and year as shown above and continue in force through June 15, 2011. This Agreement may be renewed on an annual basis if agreed to in writing by both parties. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice. If this agreement is terminated, Consultant shall be paid for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice of services. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant

acknowledges that and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, calculations documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. This right to audit, inspect, and copy records shall include all of the records of the subconsultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

- e. .
The Independent Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Contractor under this contract.

1. Financial Rating of Insurance Companies. All insurance companies must have financial rating of A- or higher by A.M. Best.

2. Commercial General Liability The Independent Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

3. Business Automobile Liability The Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, the Independent Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4. Worker's Compensation Insurance & Employers Liability The Independent Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Independent Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. The Independent Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

6 Certificate'(s) of Insurance shall:

- A. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
- B. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
- C. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- D. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- E. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners Risk Management Department
Attn: Lita Hart
7375 Powell Road, Suite 219
Wildwood, FL 34785

- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the

partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board, the charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Consultant guarantees that should the selected candidate be terminated or resigns within the first year of employment, the Consultant will conduct the search again at no cost (except for expenses) to the Board.

10. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are made part hereof by this reference, consist of the following:

- a. References
- b. Scope of Work
- c. Proposal submitted by Consultant dated January 26, 2011
- d. Agreement for Services
- e. All Modifications and Change Orders Issued
- f. Notice of Award / Notice to Proceed

11. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

12. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have any of the fringe benefits applicable to employees of the Board.

13. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by the other party and enforcing its rights hereunder, whether litigation be instituted or not, and at the trial court and appellate court level.

14. Consultant does hereby waive "venue privilege" and or "diversity of citizenship privileges" and agrees specifically that any action for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court for Sumter County, Florida and Consultant hereby specifically waives its right to institute any action of any kind or nature whatsoever against the Board in any other State or Federal Court or administrative tribunal.

15. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of the Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

16. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

17. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

18. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Kathy J. Fields

Bradley Arnold
By: Bradley Arnold, County Administrator

Date Signed: 2/14/11

ATTEST:

Bob Murray & Associates

By: Bob Murray VP

Bob Murray
By: Bob Murray, President

Date Signed: 2-9-2021